

COT Contract No. 0034-96
A. G. Contract No. KR95 0355trn
ADOT ECS File: JPA 95-32
Project: STP-900-0(102)/H3891 02X
Section: FY95 Advanced
Transportation Technologies

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF TUCSON

THIS AGREEMENT is entered into 8 September, 1995, pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as amended, between the STATE OF, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF TUCSON, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the ADOT.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The Federal Intermodal Surface Transportation Efficiency Act of 1991 has made funds available to the State for the use of the City for a program to support the Center for Advanced Transportation Systems Research Technology Program. The State and the City desire to define their respective responsibilities relating to the transfer of up to \$47,150.00 thru the State to the City and the expenditure thereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

| |
|--|
| NO. <u>20096</u> |
| FILED WITH SECRETARY OF STATE |
| Date Filed <u>09/08/95</u> |
| <u>Jane Lee Hunt</u> Secretary of State |
| By <u>Vicky J. Greenwood</u> |

II. SCOPE

1. The State will:

Provide the City federal STP funds in the amount of up to \$47,150.00, on a monthly cost reimbursement basis for activities performed relating to the support of the Center for Advanced Transportation System Research Technology Program.

2. The City will:

a. Apply funding to project work activities in strict accordance with applicable Federal and State laws, rules and regulations.

b. Issue requests for proposals, and hire consultants as necessary to perform required project related work activities, generally in accordance with Attachment A, which is incorporated herein and made a part hereof. Be responsible for any consultant claims for extra compensation.

c. Provide the required \$2,850.00 match in funds or in-kind services, and invoice ADOT for reimbursement no more often than monthly, supported by narrative reports, in a total amount not to exceed \$47,150.00.

III. MISCELLANEOUS PROVISIONS

1. The primary interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the City by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tucson
City Manager
PO Box 27210
Tucson, AZ 85726-7210

9. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

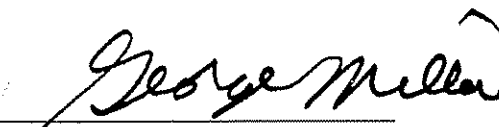
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

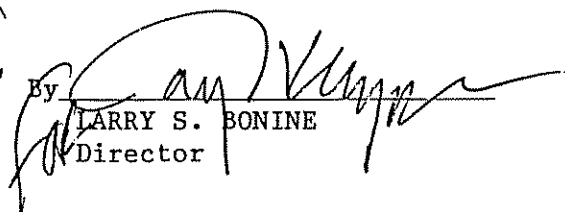
STATE OF ARIZONA

Department of Transportation

By

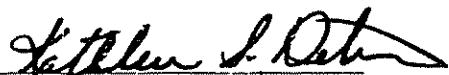

GEORGE MILLER
Mayor

By


LARRY S. BONINE
Director

ATTEST

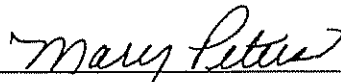
By


KATHY S. DETRICK
City Clerk

RESOLUTION

BE IT RESOLVED on this 13th day of February 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through Transportation Planning, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for the transfer of funds to the City to support the Center for Advanced Transportation Systems Research Technology Transfer Program.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the undersigned.


for LARRY S. BONINE
Director

ADOPTED BY THE
MAYOR AND COUNCIL
AUG 07 1995

RESOLUTION NO. 17001 _____

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FUNDING FROM THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the Arizona Department of Transportation for funding from the Intermodal Surface Transportation Efficiency Act of 1991, attached hereto, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Intergovernmental Agreement for and on behalf of the City of Tucson and the City Clerk is directed to attest the same.


SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 21 day of July, 1995.



City Attorney

CATEGORY 600 - Transportation

SUBCATEGORY 602 - Short Range Transportation Planning

Work Element: 602.9.1 Advanced Transportation Technologies

Objectives(s): Provide support to the Center for Advanced Transportation Systems Research Technology Transfer Program and facilitate local government involvement in training opportunities.

Product(s):
1. Training Workshops
2. Expanded Video LibraryRelated Work: Transportation Improvement Program (604.x)
Government Technical Assistance (605.x)
Transportation Financial Analysis and Assistance (605.x)

Anticipated Impact: This work element will support local government training activities to facilitate the implementation of projects implemented under ISTEA.

Task(s):
A. Provide regional funding support to statewide Technology Transfer program.
B. Provide travel and training funding support for local government participants.

| <u>Funding Source</u> | <u>Amount</u> | <u>Responsible Agency</u> | <u>Cost</u> | <u>Person Months</u> |
|-----------------------|---------------|---------------------------|-------------|----------------------|
| STP | \$47,150 | ASU/TDOT/PCDOT | \$50,000 | 4 |
| Match | <u>2,850</u> | | | |
| | \$50,000 | | | |

TOTAL 602.9 & 602.9.1 \$70,000



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-0355-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of August, 1995.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8918G/88